

**KENTUCKY HEALTH SPA BOND**  
**(Escrow Agent)**

COMMONWEALTH OF KENTUCKY)  
COUNTY OF \_\_\_\_\_)

KNOW ALL PERSONS BY THIS DOCUMENT:

That the undersigned, \_\_\_\_\_  
(Health Spa Operator)

of \_\_\_\_\_,  
(Complete Address of Health Spa Operator)

as OBLIGOR, operating a health spa, as defined in the Kentucky Revised Statutes 367.900, by the  
name of \_\_\_\_\_, located at

\_\_\_\_\_

is held and firmly bound unto the COMMONWEALTH OF KENTUCKY for the use and benefit  
of every person establishing legal rights hereunder, in the full penal sum of \_\_\_\_\_  
(Amount in words)

THOUSAND and NO/100 DOLLARS, \$\_\_\_\_\_ money of the United States of America,  
(Amt in figures)

which sum is herewith deposited with the Office of the Kentucky Attorney General (hereinafter  
“Attorney General”) by and through its ESCROW AGENT,

\_\_\_\_\_, located at

\_\_\_\_\_

as a guarantee that the terms of this obligation will be observed. Obligor hereby binds itself, its heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by this document.

(continued)

WHEREAS, by Sections 367.905 and 367.906 of the Kentucky Revised Statutes, health spas are required to post a surety bond with, and in a form prescribed by, the Attorney General prior to the sale of any membership in the Commonwealth of Kentucky, to be held for the benefit of any member who suffers loss of money paid pursuant to a contract, due to the insolvency of the health spa, cessation of operation of the health spa, or failure of the health spa to open for business within ninety (90) days from the sale of the first contract;

NOW THEREFORE, the condition of this obligation is such that if the above-named Obligor shall faithfully and honestly fulfill all of its obligations to its health spa members in accordance with the provisions of its membership contracts and KRS Sections 367.900 to 367.930, and if no member suffers loss of money paid pursuant to a membership contract as a result of the insolvency of the health spa, cessation of operation of the health spa, or failure of the health spa to open for business within ninety (90) days from the sale of the first contract, then this obligation shall be released by the Attorney General; otherwise, it is agreed that the penal sum shall be paid to the Commonwealth of Kentucky upon receipt of an order from the Attorney General. Obligor's provision of alternate facilities for members, except as permitted under Subsection 4(c) of KRS 367.910, shall not be sufficient to meet the criteria established by this provision for release by the Attorney General.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_(SEAL)  
OBLIGOR (Health Spa Operator)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signed and acknowledged by \_\_\_\_\_ before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires\_\_\_\_\_.